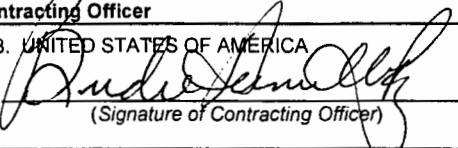


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 4									
2. AMENDMENT/MODIFICATION NO. 023		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)								
ISSUED BY U.S. Department of Energy Nevada Operations Office P.O. Box 98518 Las Vegas, NV 89193-8518		CODE		7. ADMINISTERED BY (if other than Item 5) CODE U.S. Department of Energy Yucca Mountain Site Characterization Office P.O. Box 30307 Las Vegas, NV 89036										
EXECUTED COPY				8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.								
				Bechtel SAIC Company, LLC 1180 Town Center Drive Las Vegas, NV 89144		9B. DATED (SEE ITEM 11)								
						10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC08-01RW12101								
						10B. DATED (SEE ITEM 13) 11/14/00								
CODE		FACILITY CODE												
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS														
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.														
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:														
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN CANCELLATION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and amendment, and is received prior to the opening hour and date specified.														
12. ACCOUNTING AND APPROPRIATION DATA (If required): (See attached Approved Funding Program Nos. 13 & 14, for FY 2002)														
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">(v)</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td style="text-align: center;">X</td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Pub. L. 95-91, DEAR 970-5204-15, Obligation of Funds (MAY 2000)</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>							(v)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Pub. L. 95-91, DEAR 970-5204-15, Obligation of Funds (MAY 2000)		D. OTHER (Specify type of modification and authority)
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	D. OTHER (Specify type of modification and authority)													
E. IMPORTANT: Contractor is not, X is required to sign this document and return 3 copies to the issuing office.														
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) (See attached pages)														
Except as provided herein, all terms and conditions of the document referenced in Item 10A, as heretofore changed, remains unchanged and in full force and effect.														
15A. NAME AND TITLE OF SIGNER (Type or print) Kennon Hess President & General Manager				16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Birdie Hamilton-Ray Contracting Officer										
15B. CONTRACTOR/OFFEROR Signature of person authorized to sign		15C. DATE SIGNED 4/11/02		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 4/11/02								

Contract No. DE-AC08-01RW12101

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The purpose of this modification is to incorporate FY 2002 AFP Nos.13 & 14; incorporate Revision 02 to Work Authorization Directive (WAD) ATI0032; and delete Special Contract Requirement H.17, Travel Restrictions.

Contract No. DE-AC08-01RW12101 is hereby modified as follows:

1. Clause B.3, ESTIMATED COST AND FEE, paragraph (b), is revised to reflect an inter/intra office transfer of (\$493,716), a decrease of (\$14,089) in BSC Support to BN, a decrease of (\$200,000), in WAD ATI0032, Rev.02, and an increase of \$551,000 in IWO98IDSNF06.
2. As a result of the aforementioned revision per Clause B.3, ESTIMATED COST AND FEE, paragraph (b), there is a net decrease in the estimated cost of (\$156,805). Therefore, the estimated cost for fiscal year 2002 is revised from \$203,886,938 to \$203,730,133. The total contract value inception-to-date is decreased from \$360,601,742 to \$360,444,937.

Accordingly, Clause B.3 is revised as follows:

(b) The estimated cost of the specified contract period, exclusive of the base and award fees, if any, is as follows:

Estimated Cost

Contract Period: October 1, 2001, through September 30, 2002

Contract Line Items

Summary of Direct Costs

I.	Mission	
a.	Yucca Mountain (YMP0032 Rev. 02)	\$226,252,000
b.	Acceptance Transportation and Integration (ATI0032, Rev.02)	\$4,002,000
c.	Program Management & Administration (PMA0022, Rev.01)	\$2,179,000
d.	Information Management (IM00022, Rev.01)	\$3,799,000
e.	Plutonium Disposition	\$0
f.	Quality Assurance (QA00022, Rev.01)	\$8,000,000
g.	IWO 98IDSNF06	\$551,000
h.	IWO NVA0800	\$0
i.	IWO NV900101	\$0
j.	BSC Support to BN	(\$7,975)
k.	Safeguards & Security	\$0
Total FY 2002 WAD		<u>\$244,775,025</u>

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Inter/intra-office transfers during FY02:	(\$41,044,892)
II. Construction Programs	\$0
III. Administration	
a. Lease Termination Liability Reductions	\$0
FY 2002 Estimated Costs	\$203,730,133
Prior Contract Periods	
November 14, 2000 through September 30, 2001	\$156,714,804
Grand Total Estimated Costs (inception-to-date)	\$360,444,937

3. This modification implements changes in contract funding pursuant FY 2002 AFP numbers 13 & 14. The AFPs appear as Attachment 1 to this modification. The AFPs stipulates the appropriate budget and reporting code distribution of the incremental funding identified below. The following is a summary of funding changes in the AFPs:

<u>AFP No.</u>	<u>Activities</u>	<u>Amount</u>
13	Incremental Funding	(\$199,985.23)
13	Inter/Intra Office Transfers	\$133,985.23
14	Incremental Funding	(\$210)
14	Inter/Intra Office Transfers	(\$90,790)
	Total	(\$157,000)

In accordance with changes in AFP Nos. 13 & 14, funds in the amount of (\$157,000) are hereby deobligated from the contract. The total amount of obligated funds from contract inception-to-date is therefore decreased from \$336,239,000 by (\$157,000), to \$336,082,000, therefore, Clause B.2, OBLIGATION OF FUNDS, is revised to read as follows:

Pursuant to the clause entitled, 'Obligation of Funds', total funds in the amount of \$336,082,000 have been allotted for obligation and are available for payment of allowable costs and any fees to be incurred from the effective date of this contract through the period estimated to end March 31, 2006.

4. Section H, Clause 17, Travel Restrictions is deleted. Per Department of Energy Acquisition Letter No. AL 2002-02, dated January 8, 2002, a statutory ceiling limitation has not been imposed on the Department of Energy for FY 2002, however, each program organization within DOE is expected to ensure that contractor travel is limited to critical mission functions and that administrative travel to Washington is limited. DOE is also directed to maintain a tracking system that will allow for periodic reviews of contractor travel costs and destinations.

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To this end you are to continue to provide a monthly travel report, in the amount of detail required by the Contracting Officer. Note that the Federal Travel Regulations and Joint Travel Regulations still apply to contractor travel.

5. Revision 02 to Work Authorization Directive (WAD) ATI0032 (Acceptance, Transportation and Integration), reflects a decrease in work scope in the amount of (\$200,000). A copy of the WAD appears as Attachment 2 to this modification.

6. Except as provided herein, all terms and conditions of the document referenced in 10A of the Standard Form 30, as heretofore changed, remain unchanged and in full force and effect.